



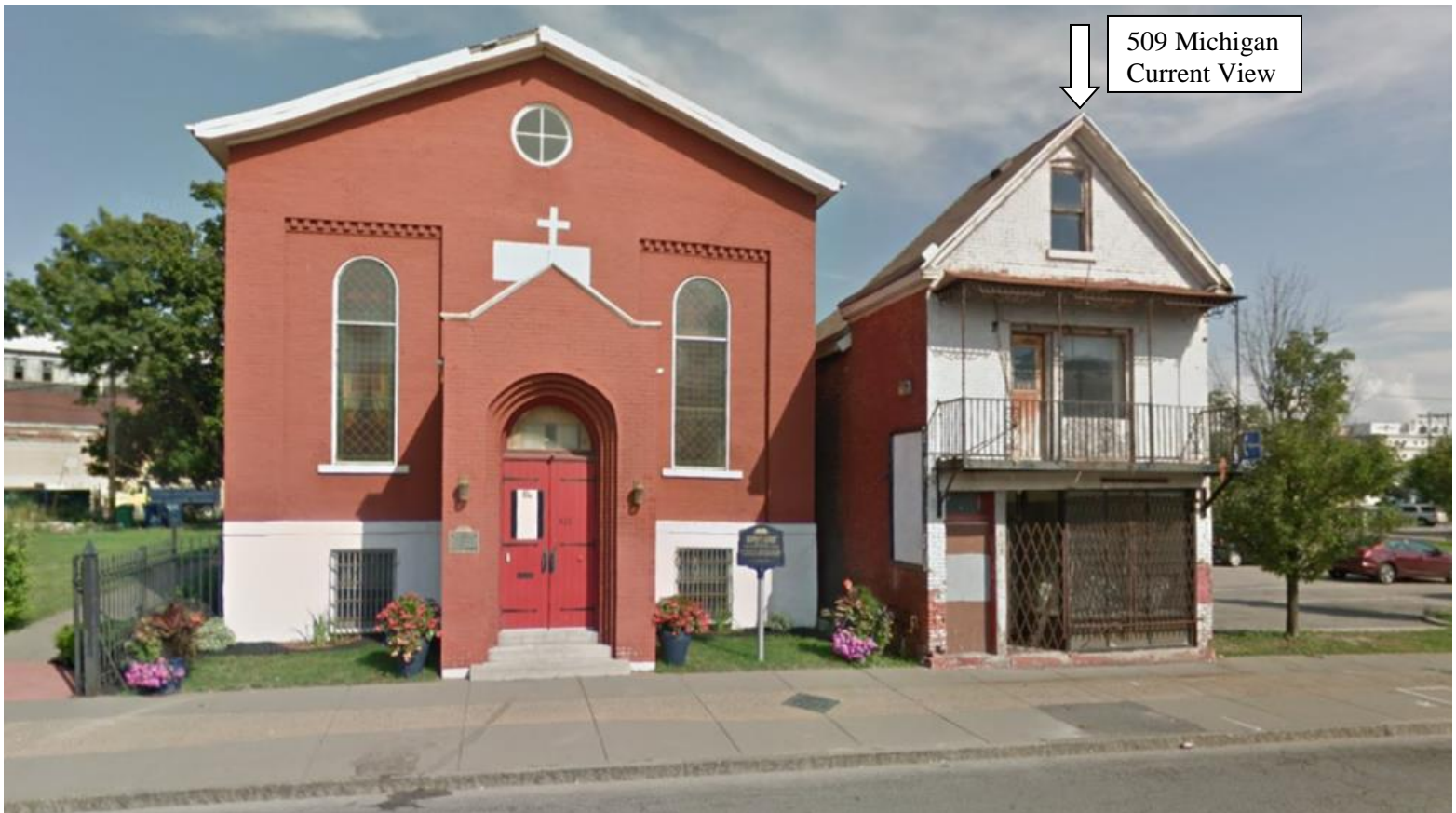
CITY OF BUFFALO

Request for Proposal
Lease of

509 Michigan Street

ISSUE DATE: March 5th, 2021

PROPOSAL SUBMISSION DEADLINE: March 31st, 2021





Photograph: Entrance of The African American Corridor, Buffalo, NY 14203

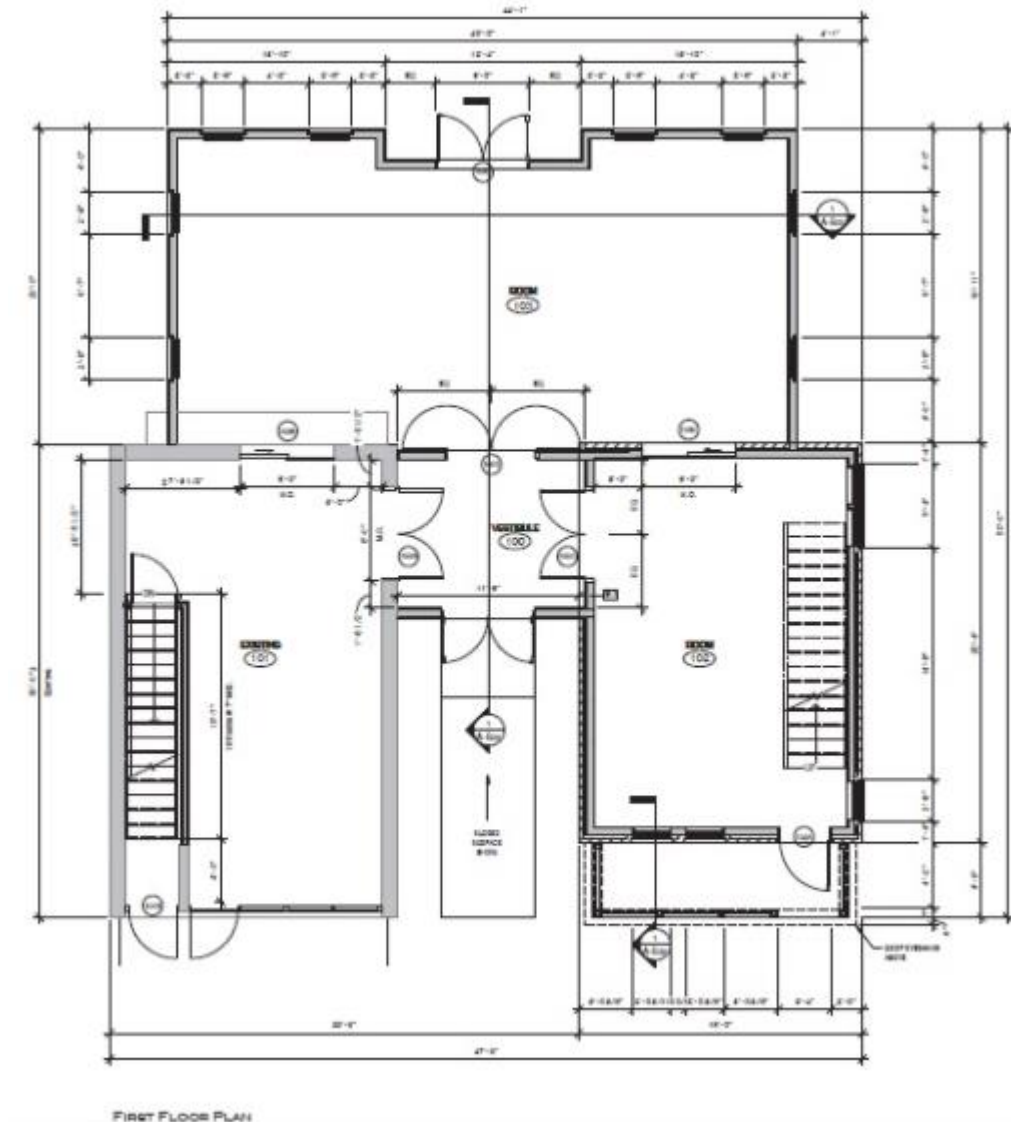
PURPOSE AND SCOPE OF PROPOSAL

The City of Buffalo (“City”) is issuing this Request for Proposals (RFP) for the lease of space located within 509 Michigan Avenue, Buffalo, NY 14203.

509 Michigan sits to the south of the historic Michigan Avenue Baptist Church, located in the African American Heritage Corridor. It is a City-owned building, currently in the process of a restoration and expansion project. The building, which is approximately 1100 square feet is expected to be expanded to include a first floor consisting of 1910 square feet and a second floor consisting of 1100 square feet. The restoration and expansion project proposes to include an addition adjacent to the current structure, which recreates the original façade and connects the two main buildings at the rear portion, providing a courtyard towards the front of the buildings. The intent of this project is to sensitively redevelop the vacant and abandoned structure currently on the northern edge of the parcel, while simultaneously expanding to the south with an addition replicating the historic streetscape of this heritage block. Structures will be connected across the back (eastern facades) creating the appearance of independent buildings from the street, while allowing for unified floor plate and common entry from off-street parking to the rear. Plans for the Restoration and Expansion Project can be found on the page.

The successful applicant will enter into a lease agreement with the City, to provide programs and/or business services within the property. Such services must be aligned with the strategic plans for this area, benefit the needs of the community, and enhance the economic development occurring in the surrounding market. The African American Heritage Corridor is filled with rich history and having programmatic service(s) or businesses in the area that preserve that history is a priority for the City and the surrounding community.

The lease will be for an initial 5 year period, with the option to renew for three (3) additional 5 year period extensions, subject to Buffalo Common Council approval, and is renewable upon successful delivery of the proposed project to be extended by agreement of Common Council approval and/or the Executive Director of the Office of Strategic Planning.



Photograph: Plans for Restoration and Expansion of 509 Michigan

*Build out will include HVAC and allow for particular specifications of the successful bidder

PROPOSAL REQUIREMENTS

1. Applicants should provide a letter of intent with the following information in a brief and concise format - *not to exceed two (2) pages of narrative*. Each Applicant or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Applicant that it is willing and able to perform the services described in their proposal.

The City of Buffalo reserves the right to request additional information during the evaluation of responses, to reject any or all proposals, or to stop the selection process at any time if it considered in the best interest of the City.

Letter of Intent to Include

- Name, mailing address, email address, and telephone number of the primary contact person for the organization
- A brief description of the organization, including but not limited to its history, number of years in business, size, and locations.
- A description of the proposed use for the lease.
- The rent being offered. The rent can take into account the cost of capital improvements for the interior build out of the building. Rent is subject to review and approval by the City of Buffalo Common Council.
- Schedule of the overall project, the timeline should include important milestones and anticipated date of completion
- Explain how the proposed project will add to the character of the African American Heritage Corridor.
- Inclusion is a core value to Mayor Brown's Administration. The project must show meaningful participation from certified Minority and Women-Owned Business Enterprises (M/WBE), minority and women workforce participation and mentor protegee opportunities at all project levels, including, financing, management, design, and implementation.

SUBMISSION REQUIREMENTS

Applicants are encouraged to visit the property and surrounding area prior to submitting their proposal. Applicants may contact the Division of Real Estate at (716) 851-5280 to schedule an appointment.

The Division of Real Estate will receive all letters of intent via EMAIL ONLY by no later than **Wednesday, March 31st, 2021 at 12:00 pm EST**. The Subject Line should be clearly labeled **“509 MICHIGAN LETTER OF INTENT”** and delivered to: **Hyoung-watkins@buffalony.gov**

APPLICANTS ASSUME ALL RISKS FOR THE TIMELY AND PROPER DELIVERY OF PROPOSALS. THE RECEIVED TIME OF PROPOSALS WILL BE DETERMINED BY THE RECEIVED EMAIL TIME. NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Each Applicant shall be responsible for carefully examining all City requirements prior to their submission of a proposal to ensure that their responses are in compliance with this the information requested above.

Applicants must not owe the City of Buffalo any debt or have violations on any property in the City.

Each Applicant is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to perform such investigations and examinations shall not relieve the Applicant from its obligation to comply, in every detail, with all of the provisions and requirements contained in this RFP.

Questions regarding this RFP shall be directed to the City's designee, Hope Young-Watkins, only. Any impermissible contact with any other City officer or employee regarding this RFP during the procurement period shall result in the rejection of any such Applicant's proposal. **Applicants shall communicate via email only.** No other communications with the City's designee regarding this RFP are permitted during the procurement period. All questions, requests for clarification or additional information must be sent by email to **hyoung-watkins@buffalony.gov** and must be received no later than **12:00 PM, Wednesday, March 17th, 2021.**

Questions received from all Applicants will be answered and shared with all Applicants by email. The City accepts no responsibility for, and each Applicant agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

Applicants are solely responsible for ensuring that the City has accurate contact information, including an e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Applicant.

RESERVATIONS

- The City reserves the right to stop the selection process at any time if it is considered to be in the best interest of the City. The City also reserves the right to reject any or all proposals submitted.
- The City reserves the right to seek additional information from Applicants and related entities.
- The City reserves the right to negotiate with one or more Applicants, without extending that opportunity to all Applicants to this RFP.
- The City reserves the right, in its sole discretion, to reject any, and all responses or components thereof and to eliminate any, and all Applicants responding to this RFP from further consideration.

EVALUATION CRITERIA

The City is under no obligation to award any lease agreement in whole or in part, and it reserves the right in its sole discretion to cancel this RFP at any time before or after closing, without providing reasons for such cancellation. If only one letter of intent is received, the City reserves the right to reject it.

Each letter of Intent will be reviewed and applicants that are selected to provide additional information will be notified of the City's request for information and provided sufficient time to respond. The applicant whose proposal presents the highest and best use will be selected and notified.

TERMS AND CONDITIONS

Granting of a lease agreement shall be subject to the following conditions:

- The successful negotiation of a Lease Agreement for approval by the City of Buffalo Common Council.
- Individuals and/or corporations having outstanding taxes, water bills, parking tickets, user fee and/or demolition liens or any other liens or obligations owed to the City of Buffalo, or code violations existing on any property owned by them, are not eligible for becoming a City of Buffalo Lessee.

- Upon signing of a Lease Agreement, a non-refundable deposit, in the amount of first and last month rental payments as agreed upon, in the terms of the Lease Agreement will be provided by the Applicant to the City of Buffalo, Division of Real Estate.
- The Lessee is aware and agrees to quarterly inspections, of the property, by the City of Buffalo, either in written requested form or onsite inspection to assess any damages

INDEMNIFICATION AND INSURANCE

In any lease entered into, Applicant shall agree to indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, damages, suits, proceedings, liabilities, judgments, losses, costs of every name, nature, and description, including but not be limited to attorneys' fees to which the City may be subjected by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of Applicant, its officers, employees, subcontractors, volunteers, invitees, guests/visitors, program participants, agents, to the extent caused by any act or acts, omission or omissions of Applicant, or of the officers, employees, subcontractors, volunteers, invitees, guests/visitors, program participants, agents, of Applicant, directly related to Tenant's obligations under the lease, or Tenant's use, or occupation of the Leased Premises. This provision shall include, but not be limited to, all losses, costs, and damages, which the City may suffer as a result of any negligent supervision of services or by the negligence or carelessness, active or passive, of Applicant its or their officers, employees, subcontractors, volunteers, invitees, guests/visitors, program participants, agents, or the joint negligence, active or passive, of the Applicant and others, during and after the course of this Lease, or in the delivery of services.

In furtherance of Applicant's indemnification of the City, Applicant shall obtain and maintain, at no cost the City, insurance coverage as listed below during the entire term of this Lease. Applicant shall be solely responsible for any and all premiums and deductibles. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under Applicant's policies. All certificates of insurance shall be subject to approval as to form by the Corporation Counsel and approved as to sufficiency by the City Comptroller.

The selected Applicant will be required to meet or exceed the City's minimum insurance requirements referenced below:

Minimum Scope and Limits of Insurance

Workers' Compensation and Disability Insurance

This Lease shall be void and of no effect unless Tenant shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Lease, such employees as are necessary to be insured in compliance with the provisions of the New York State Workers' Compensation Law

Applicant shall carry Workers' Compensation and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of said coverage or exemption therefrom shall be submitted on forms approved by the New York State Workers' Compensation Board only. Said certificates shall name the City of Buffalo as certificate holder.

Commercial General Liability

Applicant shall carry Commercial General Liability insurance providing for a limit of not less than one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the Lease. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). Said policy shall name the City of Buffalo as additional insured and certificate holder and any excess/umbrella liability policy shall also name the City as additional insured.

Automobile Liability

With respect to any owned, non-owned, or hired vehicles, Applicant shall carry Automobile Liability insurance providing not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. Said automobile liability policy shall name the City of Buffalo as additional insured and certificate holder.

Acceptability of Insurers

Applicant's policies of insurance shall each be written by insurance companies admitted and authorized to do business in the State of New York.

Aggregate Limits

Any aggregate limits must be declared to and approved by the City. It is agreed that the Applicant shall notify the City when fifty percent (50%) of the aggregate limits are eroded during this Lease term. If the aggregate limit is eroded for the full limit, Applicant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premiums shall be paid for by the Applicant.

Notice of Cancellation or Nonrenewal

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

Certificates of Insurance

As evidence of the insurance coverage required by this Lease, Applicant shall furnish certificate(s) of insurance to the Division of Real Estate prior to entering into this Lease and each year thereafter during the term hereof and in each renewal period. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to the expiration. The City reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to:

Hope Young' Watkins
Director of Real Estate
Office of Strategic Planning
Division of Real Estate
65 Niagara Square, 920 City Hall
Buffalo, New York 14202